



# CUSTOMER ORDER FORM

<b>Today's Date:</b> MM/DD/YYYY	<b>Arcadia Sales Rep:</b> Sales Rep Name	
<b>Purchaser Contact Name:</b>	First name Last Name	
<b>Title:</b>	Job Title	
<b>Company Name:</b>	Company Name	
<b>Company Federal ID#:</b>	Company Federal ID #	
<b>Bill To Address:</b> Street Address City, ST Zip	<b>Ship To Address:</b> Street Address City, ST Zip	
<b>Purchaser's Telephone:</b>	Phone number	
<b>Purchaser's Email:</b>	Email	
<b>A/P Contact Name and Telephone Number (if different):</b>	A/P Contact Name / Telephone Number	
<b>Hemp License:</b>	Hemp License #	
<b>Licensed State and Expiration Date:</b>	ST.	Exp Date
<b>Participating in Rebate Program:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Demo Seed Order:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Payment Terms:</b>	<input type="checkbox"/> 100% prior <input type="checkbox"/> Net 30 <input type="checkbox"/> 50%/50%	
<b>Ship via:</b>	<input type="checkbox"/> Customer <input type="checkbox"/> UPS <input type="checkbox"/> Other	
	If other, explain: Explain	
<b>OTHER NOTES:</b>		
Other information not covered above		



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<b>GoodHemp Variety 1 (Hemp Variety):</b>	<b>VARIETY 1:</b> Click or tap here to enter text.
Target Planted Area (acres):	<b>Enter # acres</b>
Quantity (number of seeds/clones):	<b>Enter # seeds/clones</b>
Seed Cost: \$ _____ per seed	<b>Total Seed Cost: \$</b> Click or tap here to enter text.
Greenhouse Cost: \$ _____ per seed:	<b>Total Greenhouse Cost: \$</b> Click or tap here to enter text.
Deliver by Date: MM/DD/YYYY	Territory for planting: <b>Planting Territory</b>
<b>GoodHemp Variety 2 (Hemp Variety):</b>	<b>VARIETY 2:</b> Click or tap here to enter text.
Target Planted Area (acres):	<b>Enter # acres</b>
Quantity (number of seeds/clones):	<b>Enter # seeds/clones</b>
Seed Cost: \$ _____ per seed	<b>Total Seed Cost: \$</b> Click or tap here to enter text.
Greenhouse Cost: \$ _____ per seed:	<b>Total Greenhouse Cost: \$</b> Click or tap here to enter text.
Deliver by Date: MM/DD/YYYY	Territory for planting: <b>Planting Territory</b>
<b>GoodHemp Variety 3 (Hemp Variety):</b>	<b>VARIETY 3:</b> Click or tap here to enter text.
Target Planted Area (acres):	<b>Enter # acres</b>
Quantity (number of seeds/clones):	<b>Enter # seeds/clones</b>
Seed Cost: \$ _____ per seed	<b>Total Seed Cost: \$</b> Click or tap here to enter text.
Greenhouse Cost: \$ _____ per seed:	<b>Total Greenhouse Cost: \$</b> Click or tap here to enter text.
Deliver by Date: MM/DD/YYYY	Territory for planting: <b>Planting Territory</b>
<b>GoodHemp Variety 4 (Hemp Variety):</b>	<b>VARIETY 4:</b> Click or tap here to enter text.
Target Planted Area (acres):	<b>Enter # acres</b>
Quantity (number of seeds/clones):	<b>Enter # seeds/clones</b>
Seed Cost: \$ _____ per seed	<b>Total Seed Cost: \$</b> Click or tap here to enter text.
Greenhouse Cost: \$ _____ per seed:	<b>Total Greenhouse Cost: \$</b> Click or tap here to enter text.
Deliver by Date: MM/DD/YYYY	Territory for planting: <b>Planting Territory</b>

<b>SIGNATURES</b>	
<b>For Innovation Partner:</b> <i>(By signing below, I acknowledge this order and certify that I have received and read the Innovation Partners Term and Conditions)</i>	<b>For Arcadia Biosciences, Inc.</b>
By:	
Name:	
Title:	
Date:	

<b>FOR INTERNAL ACCOUNTING USE ONLY:</b>			
Inv #:		Inv Date:	
		Inv Amt:	
		Sent on Date:	



# CUSTOMER ORDER FORM



## INNOVATION PARTNERS TERMS AND CONDITIONS (GROWERS)

Arcadia Biosciences (“**Arcadia**”) possesses exclusive license to or owns certain varieties of hemp plants of the genus *Cannabis* with a THC level of 0.3% or less (“**Hemp**”), known and marketed as GoodHemp® (the “**Hemp Varieties**”). Innovation Partner (“**Innovation Partner**”) is a grower who wishes to participate in Arcadia’s Innovation Partner Program (the “**Program**”) in order to obtain rights to plant, grow, and use plant material resulting from cultivation of the Hemp Varieties subject to the terms and limitations of this Innovation Partner Enrollment Form Terms and Conditions (“**Terms and Conditions**”) and any other agreement Innovation Partner may be asked to enter into in connection with the Program. The date of full execution of this Innovation Partner Enrollment Form shall be the (“**Effective Date**”).

### 1. COMMITMENT AND ENROLLMENT

1.1 Arcadia and Innovation Partner have entered into a confidential Hemp Seed/Clone Commitment Form (the “**Commitment**”), providing for, among other things, payment of the Fee and the Deposit as set forth in the Commitment, and which Commitment is incorporated herein by reference. By entering into this Innovation Partner Enrollment Form (the “**Enrollment**”), Innovation Partner enrolls in the Program.

### 2. CERTAIN LIMITATIONS

2.1 Innovation Partner shall have no right to breed, propagate, clone, collect or save seeds or clones from, mutate, do genetic or molecular analysis of, or distribute or sell to any third party any seed, clone, plant tissue, plant cell, genetic material or information, or other plant part of any of the Hemp Varieties or of Hemp plants produced from the Hemp Varieties. Innovation Partner’s rights shall be limited to planting, cultivating, and harvesting plants produced from the Hemp Varieties and using the harvested materials produced thereby consistent with these Terms and Conditions,

### 3. DELIVERY

3.1 Provided that the Deposit has been paid as required in the Commitment, Arcadia shall deliver seeds and/or clones of the Hemp Varieties to Innovation Partner within the Timeframe (defined in Section 5.1 below).

### 4. DEPOSIT AND FEE

4.1 The remaining balance of the Fee, after credit for the Deposit, shall be paid to Arcadia within three (3) calendar days after delivery of the seeds and/or clones of the Hemp Varieties to Innovation Partner.

### 5. TIMEFRAME

5.1 These Terms and Conditions shall apply to Innovation Partner’s purchases of Arcadia’s seeds and/or clones of the Hemp Varieties between February 15, 2020 and November 15, 2020 (the “**Timeframe**”).

### 6. PURCHASES AND RESALE

6.1 Innovation Partner shall only purchase seeds and clones of the Hemp Varieties directly from Arcadia.

6.2 No purchased seeds or clones of the Hemp Varieties may be returned to Arcadia. No seeds or clones of the Hemp Varieties may be purchased from Arcadia for resale. Only the Innovation Partner may use purchased seeds or clones and only in accordance with these Terms and Conditions.

### 7. LICENSE AND PROPRIETARY INFORMATION

7.1 Subject to the provisions of this Enrollment and these Terms and Conditions, Arcadia grants Innovation Partner a non-exclusive, non-sublicensable license to use seeds and/or clones of the Hemp Varieties received from Arcadia to cultivate Hemp plants and to use and/or sell the Hemp plants grown therefrom except as prohibited in this Enrollment. This license is only for Hemp as defined herein.

7.2 Arcadia shall own all rights in and to any intellectual property relating to the Hemp Varieties. Innovation Partner shall own all data Innovation Partner develops in connection with the license rights granted to Innovation Partner under Section 7.1, which data shall be shared with Arcadia pursuant to the terms of [Section 7.3](#) below.

7.3 Innovation Partner consents to the collection of Innovation Partner information, including contact information and agronomic data, and the use by Arcadia of such information for any of the following purposes: (i) calculating, processing, and delivering payment to Innovation Partners; (ii) establishing and maintaining good relations with Innovation Partners; (iii) establishing communications with Innovation Partners to improve their production experience using any form of communication including by telephone, fax, email, text message, instant message, and social media; (iv) better understanding Innovation Partner needs and preferences; (v) developing and enhancing the Hemp Varieties and Innovation Partner services; (vi) aiding in the stewardship of the production to federal regulatory-compliant outcomes; (vii) managing and developing Arcadia business and operations; and (viii) such other purposes with the Innovation Partner’s consent or as permitted or required by applicable law. Arcadia will not sell or otherwise provide data to any third party without consent of Innovation Partner.

7.4 Innovation Partner shall not use Arcadia’s name, logo, trademarks, or other identifying phrases in any way absent the prior written approval of Arcadia for each instance of use.

### 8. REWARDS

8.1 An Innovation Partner can earn rebates measured based on a percentage of Fees it has actually paid to Arcadia under the Program (“**Rewards**”). To qualify for Rewards, and Innovation Partner must:

- a. Comply with all deadlines;
- b. Make timely payment of invoices;
- c. Enable on-farm access for prearranged meetings to Arcadia and/or retailer agronomic staff (2.5% rebate);
- d. Enable submission of requested data and auditing of Program compliance (5% rebate);
- e. Participate in the GoodHemp Grower Summit to be hosted by Arcadia (2.5% rebate); and
- f. Select whether to participate in Developmental Variety production, which are varieties still under research and development (“**Developmental Varieties**”), by indicating at the time of application and growing two to twenty acres of Developmental Varieties (5% rebate).

8.2 Arcadia shall, at its sole discretion, determine the amount of any Reward payment(s) payable to Innovation Partner (which cannot exceed 15% of Fees actually paid). Arcadia shall not have any obligation to make any Reward payment(s) until such time as Innovation Partner has met all requirements.

8.3 Any Reward overpayment will be refunded to Arcadia by the receiving Innovation Partner.

8.4 All Reward checks will payable to the Innovation Partner named on the Enrollment.



## INNOVATION PARTNERS TERMS AND CONDITIONS (GROWERS)

8.5 Any claims contesting the amount of Rewards payments must be received by Arcadia by April 1, 2021.

8.6 Any claim the Innovation Partner wishes to make against Arcadia arising from participation in the Rewards program, or any request by the Innovation Partner for resolution of a dispute arising between the Innovation Partner and Arcadia, must be made in writing to Arcadia by no later than 60 days after the receipt of a Reward payment. If a claim, or a request for dispute resolution, has not been made by that time, the Innovation Partner shall have no further right to make any such claim or request.

### 9. DISCLAIMER OF WARRANTIES

9.1 EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, EACH PARTY AND ITS AFFILIATES, AND THEIR RESPECTIVE PERSONNEL PROVIDE NO WARRANTIES WHATSOEVER REGARDING THE HEMP VARIETIES. Arcadia specifically provides no warranties whatsoever regarding the crops grown from seeds and/or clones of the Hemp Varieties, including the THC content of Hemp plants, seeds, plant parts, or plant tissue obtained from cultivating the Hemp Varieties, the applicability of and compliance with Federal Food and Drug Administration regulations and other state and federal laws regulating the manufacture and sale of any crops grown or products derived therefrom. Innovation Partner shall be compliant with all applicable laws relating to the production, sale, and movement of Hemp, including the Agriculture Improvement Act of 2018, the USDA Interim Final Rule establishing the Domestic Hemp Production Program, and all applicable federal, state and/or tribal Hemp production licensing plans.

### 10. LIMITATION OF LIABILITY

10.1 Any Innovation Partner participating in the Program does so at its own risk. Innovation Partner waives any claim against Arcadia for loss of profit; loss of revenue; loss of use of goods or any associated equipment; loss of capital; down time costs; or special, incidental, direct, indirect, consequential, punitive, or exemplary damages or penalties of any kind, however calculated or classified, arising from Innovation Partner's participation in the Program. For varieties expressly designated Developmental Varieties by Arcadia, if the crops grown from such varieties fail or produce Hemp that does not meet federal regulatory requirements, once Innovation Partner provides proof that such crops have been destroyed in full compliance with applicable laws and regulations, Innovation Partner may apply for a refund of the Fees it paid to Arcadia for the seeds and/or clones of such defective Developmental Varieties. Arcadia shall have no other financial responsibility to Innovation Partner relating to any Hemp varieties.

10.2 NOTWITHSTANDING ANY OTHER PROVISION HEREOF, ARCADIA'S TOTAL AND CUMULATIVE LIABILITY UNDER THESE THE PROGRAM AND TERMS AND CONDITIONS SHALL NOT EXCEED THE AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY INNOVATION PARTNER TO ARCADIA HEREUNDER.

### 11. INDEPENDENT CONTRACTOR

11.1 It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

### 12. FORCE MAJEURE

12.1 Neither party shall be liable to the other party for failure or delay in performance of its obligations hereunder (other than Innovation Partner's obligation to pay the Fees) when such failure or delay is caused by events or causes beyond the reasonable control of such party including, without limitation, any of the following events: acts of God, extreme weather, natural calamities, labor strikes or unrest, terrorist attacks, government actions, power outages and disruptions in communication lines.

### 13. INSURANCE

13.1 At all times during the Timeframe, Innovation Partner shall maintain comprehensive commercial general liability insurance in amounts customary to the industry but not less than those required by applicable law. The insurance coverage must include, without limitation, coverage in respect of claims arising from bodily or personal injury (including death) and property damage, including loss of use. Notwithstanding anything to the contrary contained herein, the Innovation Partner shall assume and be liable for all losses, damages, expenses, claims and coverage for property insurance for damage or loss to tools, inventory, equipment and vehicles of its officials, employees, agents and representatives.

### 14. INDEMNIFICATION

14.1 Innovation Partner shall, at its own cost, indemnify and, at Arcadia's option, defend, Arcadia (and its officers, directors, members, managers, employees, agents and contractors) against any claims, demands, actions, causes of actions, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including, but not limited to, reasonable attorneys' fees), arising from or related to, directly or indirectly: (i) Innovation Partner's breach of these Terms and Conditions; or (ii) any negligence or other tortious conduct by Innovation Partner.

### 15. MISCELLANEOUS

15.1 These Terms and Conditions shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that Innovation Partner shall not assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of Arcadia. Any attempted assignment in violation of this section will be void.

15.2 Innovation Partner shall comply with all applicable laws, ordinances, rules, and regulations, and shall obtain any and all permits, licenses, authorization, and/or certificates that may be required in any jurisdiction or any regulatory or administrative agency in connection with the use of the Hemp Varieties.

15.3 These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without giving effect to choice of law rules thereunder.

15.4 These Terms and Conditions may not be assigned to any third party, are the Parties' entire agreement on the subject matter hereof and may be altered only by a signed amendment.